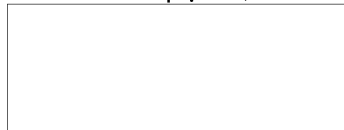


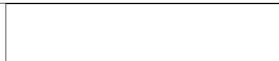
QUOTATION NO.

on form 13004.....rev.

NOTICE: This quotation on the equipment described below is subject to the terms and conditions on the face and back of this letter, and is void unless accepted within 15 days from date hereof and, in the meantime, is subject to change upon notice. It supersedes all previous quotations and agreements relating to this transaction. Please refer to this quotation by number in any order placed with us for this equipment, and address all letters to our office at:



Attention:



Gentlemen:

Confirming our phone conversation of April 11, 1961, we are pleased to quote on the following:

Type KC, frame 184, 1½ hp, 3000 rpm, 220/440 volt, single phase, 50 cycle, open, dripproof, ball bearing motors with nameplate stamped, Suitable for Operation on 380 Volt, Single Phase, 50 Cycle with standard shaft extension opposite the normal drive end and approximately 5" shaft extension on the normal drive end.

Price, qty. of 1	\$259.00 list
" " 2 to 4	247.00 list
" " 5 to 24	238.00 list
" " 25 or more ...	232.00 list

(Alternate 1)

Type KC, frame 213, 2 hp, 3000 rpm, otherwise same as Item 1.

Price, qty. of 1	\$365.00 list
" " 2 to 4	355.00 list
" " 5 to 24	346.00 list
" " 25 or more	338.00 list

The OEM multiplier is .40 and the suggested user multiplier is .47.

The above motors are sold f.o.b. point of shipment with freight allowed to the first freight station nearest destination within the confines of the United States and the terms are net 30 days.

ORIGINAL CL BY 2359M

☐ DECL ☒ REVW ON 2/6

EXT BYND 6 YRS BY 3/11/6

REASON 3/11/6

CONFIDENTIAL

STANDARD CONDITIONS OF SALE**WARRANTY**

The Company warrants to the Purchaser that the equipment to be delivered hereunder will be free from defects in material, workmanship and title and will be of the kind and quality designated or described in the contract. The foregoing warranty is exclusive and in lieu of all other warranties whether written, oral, or implied (including any warranty of merchantability or fitness for purpose). If it appears within one year from the date of shipment by the Company that the equipment delivered hereunder does not meet the warranties specified above and the Purchaser notifies the Company promptly, the Company shall thereupon correct any defect, including non-conformance with the specifications, at its option, either by repairing any defective part or parts or by making available at the Company's plant, a repaired or replacement part. But if the Company installs the equipment or supplies technical direction of installation by contract, said one year shall run from the completion of installation, provided same is not unreasonably delayed by the Purchaser. The conditions of any tests shall be mutually agreed upon and the Company shall be notified of, and may be represented at, all tests that may be made. The liability of the Company to the Purchaser (except as to title) arising out of the supplying of the said equipment, or its use, whether on warranty, contract or negligence, shall not in any case exceed the cost of correcting defects in the equipment as herein provided and upon the expiration of said one year, all such liability shall terminate. The foregoing shall constitute the sole remedy of the Purchaser and the sole liability of the Company.

PATENTS

The Company shall defend any suit or proceeding brought against the Purchaser so far as based on a claim that any equipment, or any part thereof, furnished under this contract constitutes an infringement of any patent of the United States, if notified promptly in writing and given authority, information and assistance (at the Company's expense) for the defense of same, and the Company shall pay all damages and costs awarded therein against the Purchaser. In case said equipment, or any part thereof, is in such suit held to constitute infringement and the use of said equipment or parts is enjoined, the Company shall, at its own expense and at its option, either procure for the Purchaser the right to continue using said equipment or part; or replace same with non-infringing equipment; or modify it so it becomes non-infringing; or remove said equipment and refund the purchase price and the transportation and installation costs thereof. The foregoing states the entire liability of the Company for patent infringement by said equipment or any part thereof.

The preceding paragraph shall not apply to any equipment, or any part thereof, manufactured to Purchaser's design. As to such equipment, or any part thereof, the Company assumes no liability whatsoever for patent infringement.

DELIVERY

Shipping dates are approximate and are based upon prompt receipt of all necessary information.

The Company shall not be liable for delays in delivery or failure to manufacture or deliver (1) due to causes beyond its reasonable control, or (2) due to acts of God, acts of the Purchaser, acts of civil or military authority, priorities, fires, strikes, floods, epidemics, war, riot, delays in transportation or car shortages, or (3) inability due to causes beyond its reasonable control to obtain necessary labor, materials, components or manufacturing facilities. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay.

PAYMENTS

Pro rata payments shall become due as shipments are made. If shipments are delayed by the Purchaser, pay-

ments shall become due on the date when the Company is prepared to make shipment. If the work to be performed hereunder is delayed by the Purchaser, payments shall be made based on the purchase price and the percentage of completion. Equipment held for the Purchaser shall be at the risk and expense of the Purchaser.

If the financial condition of the Purchaser at any time does not, in the judgment of the Company, justify continuance of the work to be performed by the Company hereunder on the terms of payment as agreed upon, the Company may require full or partial payment in advance or shall be entitled to cancel any order then outstanding and shall receive reimbursement for its reasonable and proper cancellation charges, and in the event of bankruptcy or insolvency of the Purchaser or in the event any proceeding is brought against the Purchaser, voluntarily or involuntarily, under the bankruptcy or any insolvency laws, the Company shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its reasonable and proper cancellation charges.

SALES AND SIMILAR TAXES

The Company's prices do not include sales, use, excise or similar taxes. Consequently, in addition to the price specified herein, the amount of any present or future sales, use, excise, or other similar tax applicable to the sale or use of the equipment hereunder shall be paid by the Purchaser, or in lieu thereof the Purchaser shall provide the Company with a tax-exemption certificate acceptable to the taxing authorities.

CANCELLATION

The Purchaser may cancel his order only upon written notice and upon payment to the Company of reasonable and proper cancellation charges.

LIMITATION OF LIABILITY

The Company's liability on any claim of any kind, including negligence, for any loss or damage arising out of, connected with, or resulting from this contract, or from the performance or breach thereof, or from the manufacture, sale, delivery, resale, repair or use of any equipment covered by or furnished under this contract shall in no case exceed the price allocable to the equipment or part thereof which gives rise to the claim, except as provided in the paragraph entitled "Patents." In no event shall the Company be liable for special or consequential damages.

GENERAL

The Company will comply with all applicable Federal, State, and local laws, and specifically represents that any goods to be delivered hereunder will be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.

An extra charge will be made for special containers, but refund will be made if returned in good condition to the factory or other point designated by the Company within 90 days from date of original shipment, charges prepaid (freels within 12 months, f.o.b. cars, charges collect).

Any assignment of this order, or any rights hereunder, by the Purchaser without written consent of the Company shall be void.

The provisions of any contract resulting from this quotation are for the benefit of the parties thereto and not for any other person.

No waiver, alteration, or modification of any of the provisions hereof shall be binding unless in writing and signed by a duly authorized representative of the Company.

The equipment sold hereunder was not designed or manufactured for use in or with any atomic installation or activity. If so used the Company disclaims all responsibility of every kind, including negligence, and in addition the Purchaser shall indemnify and hold the Company harmless for any liability or damage whatsoever arising out of the use of the equipment in such a manner.



25X1

Page 2

Shipment is estimated at approximately 5 weeks after receipt of the order at the factory.

Price clause 3 of attached form AF-5-PP is hereby made a part of this quotation.

Yours truly,



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AES:eh